

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

JACK REESE, JAMES  
CICHANOFSKY, ROGER MILLER,  
and GEORGE NOWLIN on  
behalf of themselves and  
a similarly situated class,  
Plaintiffs,  
v.

Hon. Patrick J. Duggan

Case No. 04-70592

**Class Action**

CNH INDUSTRIAL N.V. and  
CNH INDUSTRIAL AMERICA LLC,

Defendants.

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**EXHIBIT J**

**To**

**PLAINTIFFS' RESPONSE**  
**TO CNH'S MOTION FOR SUMMARY JUDGMENT**

**CNH's Second Supplemental Response to Plaintiffs' First Interrogatories  
(Excerpts)**

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

JACK REESE, FRANCES ELAINE  
PIDDE, JAMES CICHANOFSKY,  
ROGER MILLER, and GEORGE  
NOWLIN,

Plaintiffs,

v.

CNH GLOBAL N.V. and CNH  
AMERICA LLC,

Defendants.

Case 2:04-cv-70592-PJD-PJK

Hon. Patrick J. Duggan, U.S.D.J.

Hon. Paul J. Komives, U.S. Mag. J.

**CNH'S SECOND SUPPLEMENTAL  
RESPONSE TO PLAINTIFFS' FIRST INTERROGATORIES**

CNH Global N.V. and CNH America LLC—referred to collectively as  
“CNH”—hereby respond to Plaintiffs’ First Interrogatories to Defendant. *See* Fed.  
R. Civ. P. 33(b); *id.* R. 26(e).\*

**GENERAL OBJECTIONS**

1. CNH objects to the interrogatories to the extent they exceed the limit  
that, “[u]nless otherwise stipulated or ordered by the court, a party may serve on  
any other party no more than 25 written interrogatories.” Fed. R. Civ. P. 33(a)(1).

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\* Plaintiffs did not specify the defendant to which they directed their  
interrogatories. (See Pls.’ 1st Interrs. Def. 1, 2.) In an abundance of caution, both  
CNH Global and CNH America have responded to the interrogatories.

benefits for two UAW-represented participants in the 2005 UAW plan have been terminated for failure to pay the required premium payments.

Participant *A* suffered a long-term disability in September 2000 and became eligible for Medicare in March 2002. As of April 1, 2005, Participant *A* was required to make monthly premium payments. As of August 2005, however, no premium payments had been made, and CNH America sent Participant *A* correspondence warning of benefit termination. Participant *A* responded to the letter by asking to pay two months at a time until caught up, an offer CNH America accepted. As of November 2005, however, Participant *A* still had made no premium payments. Accordingly, CNH America terminated Participant *A*'s benefits effective April 1, 2005. Participant *A* retired in 2010 and receives only dental and vision coverages from CNH America.

Participant *B* suffered a long-term disability in June 2002 and became eligible for Medicare in December 2005. In May 2006, CNH America informed Participant *B* that no payments had been made for 2006 and warned of benefit termination. Two months later, in July 2006, the situation had not been resolved, and CNH America terminated Participant *B*'s benefits effective January 1, 2006. Participant *B* retired later in 2006 and receives only dental and vision coverages from CNH America.

**40. Under the Proposed Plan, does the Company propose to integrate any benefits it provides to the Class with benefits provided by any federal or**

state health security act providing for prescription drug benefits. If the answer is yes, a) identify the federal or state law; b) describe the benefits to be provided; and c) describe all efforts the Company has made to obtain and maintain any governmental approval that are required to permit the integration of those benefits.

**ANSWER:** CNH incorporates by reference its General Objections 1, 2, 4, 5, 7, and 8. Subject to these objections, CNH states that the plan proposed for Plaintiffs does not integrate its prescription-drug benefits with those provided by federal or state law. By way of further response, CNH notes that although the proposed plan doesn't "integrate" Medicare Part D, Medicare-eligible participants will have an incentive to choose Medicare Part D after CNH's proposed plan is implemented.

**41. Identify the first pleading filed by the Company in this litigation in which the Company has asserted that the "National and State Health Insurance Initiatives" Letter of Understanding in the 1998 Group Benefit Plan is mentioned.**

**ANSWER:** CNH incorporates by reference its General Objections 1, 2, 3, 4, 5, and 8. Subject to these objections, CNH states that the answer to this interrogatory may be determined by examining the Court's docket, and the burden of ascertaining that information is substantially the same for Plaintiffs and CNH. *See Fed. R. Civ. P. 33(d).*

**42. Identify the first pleading filed by the Company in this litigation in which the Company has raised the "National and State Health Insurance Initiatives" Letter of Understanding in the 1998 Group Benefit Plan as a defense to Plaintiffs' claims that the Company is obligated to provide them with health care benefits.**